

REORGANIZATION PLAN SUBMITTAL SHEET

(Each municipality in a School Union must be indicated separately.)

School Administrative Units Included in APPROVED Notice of Intent	School Administrative Units Submitting Reorganization Plan
Caribou	Caribou
Limestone	Limestone
Stockholm	Stockholm

Contact Information:

RPC Chair

Name: Sam Collins
 Address: 5 Heritage Road
Caribou, ME 04736
 Telephone: 496-6723
 email: samc@swcollins.com

Date Plan Submitted: February 13, 2009

Proposed RSU Operational Date: July 1, 2009

Reorganization Plan Cover Sheet
(Please attach Reorganization Plan as Exhibit A)

Required Elements							
Law Reference Item Number Sub- Chapter 2	Item	N/A	Complete	In Progress	Not Yet Started	Identified Barrier ¹	Need Assistance ²
3.A(1)	SAUs included in RSU		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(2)	Size of governing body		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Composition of governing body		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Apportionment of governing body		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(3)	Method of voting of the governing body		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(4)	Composition of local school committees	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Powers of local school committees	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Duties of local school committees	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(5)	Disposition of real & personal school property		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(6)	Disposition of existing school indebtedness (if not using provisions of section 1506)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Disposition of lease-purchase obligations (if not using provisions of section 1506)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(7)	Assignment of school personnel contracts		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Assignment of school collective bargaining agreements		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Assignment of other school contractual obligations		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(8)	Disposition of existing school funds and existing financial obligations		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(9)	Transition plan that addresses the development of a budget for the first school year		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Transition plan that addresses interim personnel policies		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(10)	Documentation of the public meeting(s) held to prepare or review reorganization plan		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(11)	Explanation of how units that approve reorganization plan will proceed if one or more units do not approve the plan		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(12)	Estimate of cost savings to be achieved		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(13)	Such other matters as the governing bodies of the school administrative units in existence on the effective date of this chapter may determine to be necessary		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

¹ Please explain why this is a barrier and what assistance you need to remove this barrier on the next page.

² Please explain what assistance you need to complete this portion of your plan, and state from whom you need assistance, on page 3.

Parameters for Plan Development							
Law Reference Item Number Sub- Chapter 2	Item	N/A	Complete	In Progress	Not Yet Started	Identified Barrier ³	Need Assistance ⁴
3.B(1)	Enrollment meets requirements (2,500 except where circumstances justify an exception ⁵)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sec. XXXX-36, Parameter B	When viewed in conjunction with surrounding proposed units, may not result in one or more municipalities being denied the option to join an RSU		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.B(2)	Comprehensive programming for all students grades K - 12.		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Includes at least one publicly supported high school		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.B(3)	Consistent with policies set forth in section 1451		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.B(4)	No displacement of teachers		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	No displacement of students		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	No closures of schools existing or operating during school year immediately preceding reorganization, except as permitted under section 1512		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sec. XXXX-26, Parameter F	The plan must address how the school administrative unit will reorganize administrative functions, duties and noninstructional personnel so that the projected expenditures of the reorganized school unit in fiscal year 2008-2009 for system administration, transportation, special education and facilities and maintenance will not have an adverse impact on the instructional program ⁶		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Collaborative Agreements							
						Yes	No
Does your plan currently include information/documentation on collaborative agreements? (not required, but encouraged)						<input checked="" type="checkbox"/>	<input type="checkbox"/>

Exceptions to 2,500 minimum

Actual number of students for which the RSU is fiscally responsible: 1841

Exception	Exception Claimed in Plan	Documentation Provided? (Please attach as Exhibit B)	
		Yes	No
Geography	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Demographics	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Economics	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Transportation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Population Density	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other Unique Circumstances	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

³ Please explain why this is a barrier and what assistance you need to remove this barrier on the next page.

⁴ Please explain what assistance you need to complete this portion of your plan, and state from whom you need assistance, on page 3.

⁵ Please note in the *Exceptions to 2500 minimum* section on next page

⁶ This requirement is only for those who plan to be operational as an RSU in fiscal year 2008-2009, in accordance with a Reorganization Plan that is approved by the Commissioner and by the voters.

Explanation of Barriers –

Please use this section to explain any/all barriers identified on the previous page as a barrier in completing your Reorganization Plan.

Law Reference/Required Element	Explanation of the barrier

Assistance Needs –

Please use this section to describe your needs for assistance and from whom you need assistance.

Law Reference/Required Element	Explanation of your assistance need	Assistance needed from whom?

Signature/Title <i>Frank P. Miller</i>	Date <i>2-24-09</i>	Caribou SAU
Signature/Title <i>Frank P. Miller</i>	Date <i>2-24-09</i>	Limestone SAU
Signature/Title <i>John E. Helmen, Supt.</i>	Date <i>2-17-09</i>	Stockholm SAU
Signature/Title	Date	SAU
Signature/Title	Date	SAU
Signature/Title	Date	SAU
Signature/Title	Date	SAU
Signature/Title	Date	SAU
Signature/Title	Date	SAU
Signature/Title	Date	SAU
Signature/Title	Date	SAU
Signature/Title	Date	SAU

REORGANIZATION PLAN

REC'D FEB 18 2009

SAUs Submitting: **Caribou, Limestone, Stockholm**

Proposed RSU Name: **Eastern Aroostook RSU**

Contact Information: **Franklin McElwain**

Date Submitted by SAU: **November 21, 2008**

Date Amended by RPC: **February 10, 2009**

Proposed RSU Operational Date: **7/1/09**

1. The units of school administration to be included in the proposed reorganized regional school unit.

The proposed regional school unit includes the Caribou, Limestone, and Stockholm School Administrative Units (SAUs).

2. The size, composition and apportionment of the governing body.

Please refer to attached "Weighted Voting" spreadsheet. Exhibit 2

3. The method of voting of the governing body.

Method B
Weighted Voting

Please refer to attached "Weighted Voting" spreadsheet. Exhibit 2

Board Terms

Each board member shall serve a 3-year term, except that the initial terms of the members of the first regional school unit board shall be staggered as provided by 20-A M.R.S.A § 1472-B.

Please refer to attached "Staggered Board Terms". Exhibit 3

4. The composition, powers and duties of any local school committees to be created.

No local school committees

5. The disposition of real and personal school property.

A. Real Property and Fixtures. Except as listed below, all real property interests, including without limitation land, buildings, other improvements to realty, easements, option rights, first refusal rights, and purchase rights, and all fixtures, of the school administrative units shall be property of the region. The regional school unit board may require such deeds, assignments or other instruments of transfer as in its judgment is necessary to establish the region's right, title and interest in such real property and fixtures.

The following real property interests and associated fixtures shall not be transferred:

Caribou	None
Limestone	None {Except 35+/- acres of Agriculture/woodland Formerly known as the "LandLab"}
Stockholm	None

The disposition of the above non-transferred property, if any, shall be as follows:

Option A: Any excepted real property and fixtures shall become the property of the municipality in which it is located.

B. Personal Property. All other tangible school personal property, including movable equipment, furnishings, textbooks and other curriculum materials, supplies and inventories shall become property of the region as successor of the SAUs, except as listed below:

<u>Name of SAU</u>	<u>Description of Excluded Personal Property</u>
Caribou	None
Limestone	None
Stockholm	None

The regional school unit board may require such assignments, bills of sale or other instruments of transfer as in its judgment is necessary to establish the region's right, title and interest in such personal property.

C. Agreements to Share or to Jointly Own Property. In cases where real or personal school property is shared or is jointly used by an SAU with a municipality or other party, the regional school unit shall be the successor in interest to the SAU, unless that shared or jointly used property has been excepted in the above list of excepted real property or, as applicable, the above list of excepted personal property.

Caribou	Caribou Little League maintains and uses two little league baseball fields located on the Hilltop Elementary school property. The playground equipment at Teague Park School and Hilltop School is owned jointly with the city of Caribou.)
Limestone	The Maine School of Science and Math leases dorm facilities (former elementary school) from the school

department. They have office space and use classroom facilities in LCS. The Limestone recreation department utilizes space in the school. The MSSM also leases the LCS cafeteria.

Stockholm

None

6. The disposition of existing school indebtedness and lease-purchase obligations if the parties elect not to use the provisions of Section 1506 regarding the disposition of debt obligations.

A. Bonds, Notes and Lease Purchase Agreements That the Region Will Assume. The region shall assume liability to pay the following bonds, notes and lease purchase agreements:

Name of SAU	Year Issued	Original Principal Amount	Asset Acquired, Constructed or Renovated	Principal Balance as of July 1, 2009	Final Maturity Date
Caribou	None				
Limestone	None				
Stockholm	None				

Additionally, other bonds, notes and lease purchase agreements issued by an SAU before the operative date of the region shall be assumed by the region, provided the SAU issued the bond, note or lease purchase agreement in the normal course of its management of the schools for an essential purpose to replace its existing facilities and existing items of equipment that are not longer serviceable or to keep them in normal operating condition.

B. Bonds, Notes and Lease Purchase Agreements That the Region Will Not Assume. Pursuant to 20-A M.R.S.A. § 1506(4), the region does not assume the following bonds, notes and lease purchase agreements, which shall continue to be paid by the original members of the SAU indicated, and the region shall serve as fiscal agent for the SAU for that purpose:

Name of SAU	Year Issued	Original Principal Amount	Asset Acquired, Constructed or Renovated	Principal Balance as of July 1, 2009	Final Maturity Date
Caribou	None				
Limestone	None				
Stockholm	None				

- C. New Capital Project Debt that Region Will Issue and Assume. If the voters or other applicable legislative body of an SAU has authorized the issuance of bonds for a school construction or a minor capital project, but the SAU has not issued all of the authorized permanent bonds for that project, the regional school unit board shall issue bonds or notes to finance the completion of that project and to refund any temporary notes that the SAU issued for that project, as required by 20-A M.R.S.A. § 1506(5). With respect to such new project debt, the region shall assume liability to pay the following bonds, notes and lease purchase agreements:

SAU	Project Description	Principal Amount	Date Authorized by SAU Legislative Body
Caribou	None		
Limestone	None		
Stockholm	None		

- D. New Capital Project Debt that the Region Will Issue But Will Not Assume. If the voters or other applicable legislative body of an SAU has authorized the issuance of bonds for a school construction or a minor capital project, but the SAU has not issued all of the authorized permanent bonds for that project, the regional school unit board shall issue bonds or notes to finance the completion of that project and to refund any temporary notes that the SAU issued for that project, as required by 20-A M.R.S.A. § 1506(5). With respect to such new project debt, the region will not assume liability to pay the following bonds, notes and lease purchase agreements:

SAU	Project Description	Principal Amount	Date Authorized by SAU Legislative Body
Caribou	None		
Limestone	None		
Stockholm	None		

E. Defaulted Debt is Excluded from Being Assumed. Notwithstanding anything in this Plan to the contrary, except where legally required to do so, the region will not assume any bond, note or lease purchase agreement as to which the SAU is in breach or has defaulted.

F. Other Debt Not Assumed. Except as provided in this section of the Plan, the region will not assume liability for any bonds, notes or lease purchase agreements issued by an SAU prior to the operative date of the region.

7. The assignment of school personnel contracts, school collective bargaining agreements and other school contractual obligations.

A.1 School Personnel Contracts. A list of all written individual employment contracts to which each of the existing SAUs is a party is attached as **Exhibit 7A**. Pursuant to Section XXXX-43(5), individuals on the list who are employed on the day before the operational date shall become employed by the RSU as of the operational date, and their contracts shall be assumed by the RSU on the operational date. This provision does not prevent the existing SAUs from terminating or non-renewing the contracts of employees in accordance with applicable law before the operational date of the RSU. The list shall be updated and made final no later than the day before the operational date of the RSU.

A list of all employees of the existing SAUs who do not have written individual employment contracts is attached as **Exhibit 7-B**. Pursuant to Section XXXX-43(5), individuals on the list who are employed on the day before the operational date shall become employed by the RSU as of the operational date. This provision does not prevent the existing SAUs from terminating employment of the employees in accordance with applicable law before the operational date of the RSU. The list shall be updated and made final no later than the day before the

operational date of the RSU.

The duties and assignments of all employees transferred to the RSU shall be determined by the Superintendent of the RSU or his/her designee.

B. School Collective Bargaining Agreements. The following collective bargaining agreements to which the SAUs are a party shall be assumed by the regional school unit board as of the operational date:

<u>SAU</u>	<u>Positions Included in Bargaining Unit</u>	<u>Next Termination Date</u>
<u>Caribou</u>	<u>Teachers</u>	<u>July 31, 2009</u>
<u>Limestone</u>	<u>Teachers</u>	<u>July 31, 2009</u>
<u>Limestone</u>	<u>Ed. Techs. & Secretaries</u>	<u>June 30, 2009</u>

All of the employer's rights and responsibilities with respect to collective bargaining shall be fully assumed by the regional school unit board as of the operational date.

C. Other School Contractual Obligations. A list of all contracts to which the existing SAUs are a party and that will be in effect as of the operational date is attached as **Exhibit 7-C**.

8. The disposition of existing school funds and existing financial obligations, including undesignated fund balances, trust funds, reserve funds and other funds appropriated for school purposes.

A. Existing Financial Obligations. Pursuant to Section XXXX-36(5) the disposition of existing financial obligations is governed by this plan.

Existing financial obligations shall include the following:

- (i) all accounts payable;
- (ii) to the extent not included as accounts payable, any financial obligations which under generally accepted accounting principles would be considered expenses of the SAU for any year prior to the year the RSU becomes operational, whether or not such expenses were budgeted by the SAU in the year the obligations were incurred, including for example summer salaries and benefits; and may be

spread over a 2 year period, and the obligation goes to the individual responsible towns;

- (iii) all other liabilities arising under generally accepted accounting principles that can be reasonably estimated and are probable.

Each SAU shall satisfy its existing financial obligations from all legally available funds. If an SAU has not satisfied all of its existing financial obligations, the SAU shall transfer sufficient funds to the region to satisfy its remaining existing financial obligations, and the regional school unit board shall be authorized to satisfy those existing financial obligations on behalf of the SAU. If the SAU does not transfer to the region sufficient funds to satisfy its existing financial obligations, then to the extent permitted by law, the regional school unit board may satisfy those obligations from balances that the SAU transfers to the region. If the available balances transferred are insufficient to satisfy the SAU's existing financial obligations, or are not legally available for that purpose, the regional school unit board may take any action permitted by law so that all of the municipalities of the region are treated equitably with respect to the unsatisfied existing financial obligations of an SAU. For example, to the extent permitted by law, the regional school unit board may satisfy the unpaid existing financial obligations of an SAU in the same manner and with the same authority as for unassumed debt under the provisions of 20-A M.R.S.A. § 1506(4).

Additionally, to the extent permitted by law, if in the judgment of the regional school unit board it must raise funds from all its members to satisfy existing financial obligations of an SAU, the regional school unit board also shall be authorized to raise additional amounts for the purpose of making equitable distributions (which may be made in the form of credits against assessed local shares of the region's approved budget) to those region members that would otherwise bear costs attributable to unsatisfied existing financial obligations of an SAU for which they had no financial responsibility. The intent of the preceding sentence is that financial responsibility for unsatisfied existing financial obligations of an SAU be borne by its members and not by the other members of the region.

B. Remaining Balances. The balance remaining in the SAU's school accounts after the SAU has satisfied existing financial obligations in accordance with this plan shall be paid to the treasurer of the regional school unit, verified by audit and used to reduce that SAU's contribution as provided by Section XXXX-43(4).

Transfers of remaining balances may occur within the period specified by Section XXXX-43(4).

C. Reserve Funds. SAUs shall transfer remaining balances of reserve funds to the regional school unit. Unless otherwise provided by applicable law, a transferred reserve fund shall be used in accordance with its original purpose to benefit a school or schools of the SAU. Transferred reserve funds shall be subject to Title 20-A M.R.S.A. § 1491, except that the transfer of funds in a reserve fund or a change in purpose of the fund may only occur in such manner that the funds continue to benefit the SAU that transferred that reserve fund to the region.

Caribou	\$100,000.00
Limestone	\$697,038.62
Stockholm	None

D. Scholarship Funds. SAUs shall transfer remaining balances of scholarship funds to the region. Scholarships shall be limited to the original pool of potential recipients unless otherwise provided by the donor or by applicable law.

Caribou	Caribou HS Scholarship	\$305,523.00
	Arnold Haines Scholarship	\$92,794.00
	Arnold Wright Scholarship	\$53,260.00
Limestone	George and Clara Morris Scholarship Fund	\$180,336.00
	Viola Robbins Scholarship Fund	\$29,678.00
	Leo and Yvonne Michaud Scholarship Fund	\$7,353.00
Stockholm	None	

E. Trust Funds. SAUs shall transfer trust funds to the region. The regional school union board shall be deemed the successor trustee for all purposes, except as provided by the trust or by applicable law.

9. A transition plan that addresses the development of a budget for the first school year of the reorganized unit and interim personnel policies.

A. Transition Plan for Budget Development. The regional school unit board shall establish interim rules of procedure and shall elect interim officers who shall serve until officers are elected at a meeting following the operational date of the region.

The regional school unit board shall select a superintendent of schools in accordance with Section 1051 of Title 20-A. During the interim period, the salary, office and other expenses of the superintendent, as well as the cost of the regional school unit board, including insurance, shall be allocated to the school administrative units as provided below.

If a region is formed to become operational as of July 1, 2009, then following the issuance of a certificate of organization by the State Board of Education, the school boards and superintendents of the SAUs within the region shall begin a process for developing proposed budgets for educational programs and services within their SAUs for the fiscal year beginning July 1, 2009. In developing their proposed budgets, the SAUs shall consider potential cost savings and additional costs that may result from reorganization. The SAUs also shall consider changes in operations that may be necessary in order to reduce costs of administration, special education, building and maintenance and transportation without adversely affecting the educational program. During the months of February and March, the school boards of the SAUs and their superintendents shall conduct joint meetings and budget workshops as necessary to develop a proposed budget for the first operational year of the regional school unit. Specific duties may be assigned to existing personnel with the approval of the employing SAU.

A proposed budget with supporting documentation shall be developed in time for its presentation to and consideration by the initial regional school unit board of directors. The regional school unit board shall complete the budget development process and recommend a budget for consideration by the voters.

The regional school unit board shall propose and approve a recommended budget in accordance with 20-A M.R.S.A. § 1482 for the first operational year for submission to the voters of the region. The budget format, approval procedures and assessments for the regional school unit's first operational year budget shall be

in accordance with 20-A M.R.S.A. §§ 1482-1489. The regional school unit board shall have all necessary authority for those purposes. This shall be considered the first year of use of the budget validation referendum process for purposes of determining the continued use of the budget validation referendum process every three years pursuant to Section 1486(1).

The regional school unit board shall be authorized to take all other actions and shall have all other authority provided under state law to prepare for the regional school unit to become operational on July 1 of the first operational year; including the authority to open and maintain accounts, to incur expenses not to exceed \$50,000.00 to be allocated among the regional school units' member SAUs in accordance with their respective most recent state valuation and to file applications for school construction projects and revolving renovation fund loans and other available funding.

B. Transition Plan for Personnel Policies. All personnel policies existing in the previous school administrative units shall continue to apply to the same employment positions after they become part of the regional school unit. After the operational date, the regional school unit board and superintendent will develop and adopt region-wide policies in accordance with applicable law.

10. Documentation of the public meeting or public meetings held to prepare or review the reorganization plan.

Minutes of the following public meeting(s) held to prepare or review the reorganization plan are attached as Exhibit 10-A:

Note: Attach minutes of each meeting listed below.

Date of Public Meeting	Time	Location
October 18, 2007	7:00 to 9:10 P.M.	Fort Fairfield
November 8, 2007	7:00 to 9:00 P.M.	Limestone
November 29, 2007	7:00 to 9:00 P.M.	New Sweden
January 10, 2008	7:00 to 9:00 P.M.	Caribou
May 14, 2008	7:00 to 9:00 P.M.	Woodland
June 3, 2008	7:00 to 9:10 P.M.	Caswell
June 19, 2008	7:00 to 8:45 P.M.	Fort Fairfield
June 26, 2008	7:00 to 9:00 P.M.	Woodland
August 14, 2008	7:00 to 9:00 P.M.	Limestone
August 28, 2008	7:00 to 9:15 P.M.	New Sweden
September 4, 2008	7:00 to 9:10 P.M.	Caribou
September 11, 2008	7:00 to 8:42 P.M.	Caswell
September 18, 2008	7:00 to 9:15 P.M.	Fort Fairfield
October 2, 2008	7:00 to 8:10 P.M.	Woodland
February 10, 2009	7:00 to 8:30 P.M.	Caribou

11. An explanation of how units that approve the reorganization plan will proceed if one or more of the proposed members of the regional school unit fail to approve the plan.

If one or more of the proposed members of the region fail to approve the plan, the SAUs that approve the plan shall proceed as follows:

If despite rejection by one or more proposed members of the region, the plan is approved by each of the applicable school administrative units pursuant to Section XXXX-36(9), the plan is approved for all proposed members of the region in accordance with Section XXXX-36(9).

If the plan is rejected by one or more SAUs, but is accepted by SAUs representing at least 59% of the average number of resident pupils within all of the SAUs in the proposed region, as measured by the 2006 October 1st resident pupil counts the regional school unit shall include those SAUs that approved the plan; except that the Commissioner may determine the necessity for reapportionment pursuant to 20-A M.R.S.A. § 1475. Future amendments to the plan will require the Commissioners approval.

Communities who vote not to join the RSU may reconsider following a period of at least one year.

Student Count on October 1, 2006

Caribou	1483
Caswell	60
Limestone	322
New Sweden	65
Stockholm	36
Westmanland	3
Woodland	197
MSAD # 20	<u>581</u>
Total	2747

59% = 1,621

Note: Caribou (1,483), Limestone (322) and Stockholm (36) voted to join the RSU on January 27, 2009. Total = 1,841 (67%)

12. An estimate of the cost savings to be achieved by the formation of a regional school unit and how these savings will be achieved.

We estimate that the formation of the regional school unit will result in the following cost savings during the first three years of operation:

First year – 2009 - 2010:

Estimated savings: **Administration = \$100,000**
Special Education = \$10,000
Estimated additional costs: **Administration = (\$50,000)**
Net savings (or costs): **\$60,000**

Second year – 2010 - 2011:

Estimated savings: **Administration = \$100,000**
Operations and Maintenance = \$30,000
Special Education = \$30,000
Estimated additional costs: **\$0**
Net savings (or costs): **\$160,000**

Third year – 2011 - 2012:

Estimated savings: **Administration = \$100,000**
Special Education = \$30,000
Operations/Maintenance = \$30,000
Estimated additional costs: **\$0**
Net savings (or costs): **\$160,000**

Total estimated 3-year savings (or costs): \$380,000

13-B. Cost Sharing in Regional School Units.

The regional school unit may raise money, in addition to the required local contribution pursuant to Title 20-A, Section 15690, subsection 1 for educational purposes. The additional local costs of operating the regional school unit shall be shared among all the municipalities within the regional school unit as described below.

For FY's 2009-2010 through 2011-2012, the relationships among the municipal tax mill rates for education in effect for the 2008-09 fiscal year shall be maintained. If additional local funds in excess of the amounts required to maintain the 2008-09 mill rate relationships are required, those funds shall be raised on the basis of current fiscal

capacity as measured by state valuations. If additional local funds less than the amounts required to maintain the 2008-09 mill rate relationships are required, the reductions shall be shared among the municipalities on the basis of taxes required to maintain the 2008-09 relationships. See **Exhibit 13B** for further explanation and calculation.

This local cost sharing formula applies only to the amount, if any, of additional local funds and non-state funded debt service raised by the regional school unit. It does not apply to the required local contributions raised by each municipality pursuant to 20-A M.R.S.A. Section 15688.

Amendments to this cost sharing formula may incorporate any factor or combination of factors permitted by law in addition to or in lieu of fiscal capacity and resident pupils. As soon as is practicable the regional school unit board shall review its cost sharing formula and shall either recommend continuing with the formula beyond FY 2011-2012 or recommend amending the formula as prescribed below.

The method of amending the cost sharing formula is as follows:

- A. If requested by a written petition of at least 10% of the number of voters voting in the last gubernatorial election within the regional school unit, or if approved by a majority of the full regional school unit board, the regional school unit board shall hold at least one meeting of municipal representatives, pursuant to paragraph B below, to reconsider the method of sharing costs. The region shall give at least 15 days notice to each municipality comprising the region of any meeting.
- B. Each member municipality must be represented at its meeting or meetings by 2 representatives chosen at large by its municipal officers, and one member of the regional school unit board chosen by the municipality's municipal officers.

Prior to the first meeting of municipal representatives the region shall engage the services of a facilitator selected from the list, if any, maintained by the commissioner. The facilitator shall:

- (1) At the first meeting, review and present data and information pertaining to sharing of costs within the region. Pertinent information may include, but is not limited to, a description of the region's cost-sharing method, the elements involved in the calculation of each municipality's costs and a graphic depiction of the current and historic distribution of costs in the region.
- (2) Solicit and prepare a balanced summary of the concerns of municipal officers, educators and the public about the current method of cost sharing; and

- (3) Develop a plan of action for consideration by the municipal representatives that responds to the information collected and the concerns raised. The plan of action must include a list of expectations for the conduct of the parties, options for proceeding and an assessment of the likely success of those options.

C. A change in the method of sharing costs may only be approved by a majority vote of the municipal representatives present and voting.

D. If a change in the cost-sharing method is approved by a majority of the municipal representatives meeting, pursuant to paragraph A, the change must be submitted to the voters at a referendum election. It becomes effective when approved by a majority vote of the region in a referendum called and held for this purpose in accordance with sections 1501 – 1504 of Title 20-A, except that, if the proposed change in cost-sharing plan is based in whole or part on factors other than fiscal capacity or pupil count, the change must be approved by a majority of voters voting in each municipality in the region.

E. If approved at referendum, assessments made by the regional school unit board thereafter must be made in accordance with the new method of sharing costs.

F. The secretary of the region shall notify the state board that the region has voted to change its method of sharing costs. The state board shall issue an amended certificate of organization showing this new method of sharing costs.

13-C. Election of initial board of directors.

Please refer to 20-A M.R.S.A § 1472-A

13-D. Tuition Contracts

1. Tuition Contracts

The following tuition contracts are in existence as of the date of this Plan. Each of the listed tuition contracts will be assumed by the RSU district unless terminated prior to the District's operational date as stipulated in MSRA 20 A Section 1479 § 5.

RSU School District	Other Party	Description	Termination Date
Caribou	Connor /Unorganized Townships	Connor Students attend and pay state tuition rate to Caribou	Unknown
Limestone	Caswell	9-12 Caswell students attend Limestone	N/A
Stockholm	New Sweden	K-8 Stockholm students attend New Sweden	2010

13-E. Claims and Insurance

The parties are aware of the following lawsuits, administrative complaints, due process proceedings, notices of claim and other claims existing as of 12/1/07.

SAU	Description
Caribou	NONE
Limestone	NONE
Stockholm	NONE

Disclosure of claims

SAU	Claimant	Title of Proceeding	Jurisdiction	Nature of claim
Caribou	None			
Limestone	N/a	N/a	N/a.	Workers' comp claim open since '03
Stockholm	N/a	N/a	N/a	Workers' comp claim open since '04

Exhibit 2

**Proposed RSU board apportionment plan is in compliance with 20-A MRSA Section 1472
As amended by Public Law 2007, Chapter 668, Section 7.
Caribou, Limestone & Stockholm**

METHOD "B" WEIGHTED VOTING - that is in compliance						
MUNICIPALITY	2006 Est. CENSUS	% POP	TOTAL VOTES (995 to 1005)	# DIR	VOTES PER DIRECTOR	% DEVIATION OF VOTING POWER
Caribou	8,283	76.3%	763	4	191	19.1%
Limestone	2,306	21.3%	213	2	106	10.6%
Stockholm	262	2.4%	24	1	24	2.4%
TOTALS	10,851	100.0%	1000	7		
			1000 / 7 = 142.86	14.3%	Average	
			1000	PLUS 5.0%	pursuant to PL 2007 Ch. 668, Sec. 7	
This is in compliance 19.1% does not exceed the maximum allowable voting power of 19.3%.				19.3%	= MAXIMUM VOTING POWER OF ANY ONE DIRECTOR	

Exhibit 3

Proposed Staggered Board Terms

Length of Terms in Each Election Year		2009	2010	2011	2012
	Members				
Caribou	4	1	3		
		2		3	
		3			3
		2		3	
Limestone	2	1	3		
		3			3
Stockholm	1	2		3	
Total Positions Elected		7	2	3	2

Exhibit 7A**SCHOOL PERSONNEL CONTRACTS**

CARIBOU		
<u>Position</u>	<u>Incumbent</u>	<u>Contract Expiration</u>
High School Principal	Mark Jones	30-Jun-09
Guidance Counselor	Martin Gallant	31-Jul-09
Guidance Counselor	Mark Pinette	31-Jul-09
PAC Director		
Asst. Princ./Ath. Dir.	David Wakana	31-Jul-09
Asst. Alt. HS Director	Erica Gove-Raymond	18-Jun-09
Sp. Ed. Site Manager	Denise Bosse	18-Jun-09
Summer School Program		
Director - Secondary	Roy Alden	25-Jul-09
Ass't. Athletic Admin.	Roy Alden	18-Jun-09
Middle School Principal	Sue White	30-Jun-09
Ass't. Principal	Dan Duprey	31-Jul-09
Guidance Counselor	Robert Blanchard	31-Jul-09
String Program Instructor	Sue Herold	30-Jun-09
Athletic Director	Travis Barnes	31-Jul-09
Teague Park Principal	Lois Brewer	30-Jun-09
Hilltop School Principal	Jane Kilcollins	30-Jun-09
Guidance Counselor	Freeman Corey	31-Jul-09
Voc. Tech. Director	Ralph Conroy	31-Jul-09
Guidance Counselor	Judy Bougie	31-Jul-09
Home/School Coordinator	Denise Hamlin	31-Jul-09
Technology Coordinator	Michael Gardiner	30-Jun-09
Frank McElwain	Superintendent	30-Jun-09
Brenda Felch	Ass't. Superintendent	30-Jun-09
Director, Regional Psycho		
Educational Center	Buffy McNeal	31-Jul-09
Special Ed. Director	Richard Umphrey	30-Jun-09
Psychological Service		
Provider	Kim Austin	31-Jul-09
PET Chair	Kim Austin	30-Jun-09
Nutrition Director	Louise Bray	31-Jul-09
21st Century Community		
Learning Ctr. Director	Louella Willey	31-Jul-09
Adult Education Director	Dan MacDonald	31-Jul-09

Business Manager	Karen Nadeau	30-Jun-09
School Nurse	Christine Hamilton	31-Jul-09
School Nurse	Debbie Plourde	31-Jul-09
Gifted/Talented Director	Beth Alden	31-Jul-09
Summer School Program		
Director - Elementary	Beth Alden	25-Jul-09
LIMESTONE		
Principal	Leland Caron	30-Jun-09
Assistant Principal/AD	Larry Worcester	30-June-09

Exhibit 7B

SCHOOL PERSONNEL WITHOUT CONTRACTS

CARIBOU

Cooks

Position

Head Cook CHS
Cook CHS
Cook CHS
Head Cook Middle
Cook Middle
Cook Middle
Cook Middle
Head Cook T. Park
Cook T. Park
Head Cook Hilltop
Cook Hilltop
Cook Learning Ctr.

Incumbent

Nadine Ouellette
Lynn Hebert
Linda Tupper
Diane Jackson
Betty Deprey
Linda Martin
Marilyn Thibodeau
Sharon Plourde
Jo Emmert
Kathy Cunrod
Patsy Stewart
Andrea Bragdon

Educational Technicians

Position

Technology
Technology
Technology

Incumbent

James Jalbert
Lisa Milliard
Brian Ouellette

Ed. Tech. I

Sp. Ed. Middle

Julie Cook

Study Hall CHS
 Sp. Ed. Hilltop
 Library Middle
 Sp. Ed. Alternative High
 Sp. Ed. Alternative Ed.
 Playground Aide Hilltop
 Playground Aide Hilltop
 Playground Aide T. Park
 Playground Aide T. Park
 Prek T. Park
 Sp. Ed. T. Park
 Sp. Ed. Hilltop
 Sp. Ed. Hilltop
 Sp. Ed. CHS
 Sp. Ed. CACDC
 Sp. Ed. CHS
 Sp. Ed. CHS
 Sp. Ed.
 Sp. Ed. T. Park

Elizabeth Long
 Tracy Powers
 Lois Walton
 Karla Cyr
 Loretta Holmes
 Lori Bennett
 Vacant
 Lynn Muffler
 Danielle Paradis
 Anita Dickinson
 Carmen Huck
 Jana Patton
 Judy Snell
 Pat Sterris
 Jalynn Sheldon
 Dennis Walls
 Claudia St. Peter
 Melinda Clark
 Victoria Osgood

Secretaries

Position

Payroll/Human Resource
 Accts Payable/Receivable
 Asst Supt/Special Ed Dir.
 Admin. Ass't.
 CHS Principal
 Guidance
 Athletic Director
 Voc. Tech. Director
 Voc. Resource Center
 CMS Principal
 CMS Guidance
 TP Principal
 Hilltop Principal
 School Nurse
 Adult Ed. Director
 Adult Ed. Director
 Plant Superintendent

Incumbent

Anne Lagasse
 Laurie Chapman
 Paula Barnes
 Pat Dionne
 Peggy Espling
 Sherrill Campbell
 Lori Thibodeau
 Monika Baker
 Tracey Ackerson
 Sharon Pelletier
 Bobbie Scott
 Patty Adams
 Laurie Dionne
 Lisa Collins
 Karen Rockwell
 Dolores Tarbox
 Lynn Muffler

Bus Drivers/Janitors/Mechanics

Plant Superintendent

TBA

Head Mechanic
 Ass't Mechanic
 Mechanic
 Mechanic
 Bus Driver/Maintenance
 Maintenance
 Maintenance
 Head Custodian
 Custodian
 Custodian
 Bus Driver/Custodian
 Bus Driver/Custodian
 Custodian
 Custodia/Bus Driver
 Custodian
 Head Custodian
 Custodian
 Bus Driver/Custodian
 Bus Driver/Custodian
 Head Custodian/Bus Driver
 Custodian
 Head Custodian/Bus Driver
 Custodian
 Head Custodian/Bus Driver
 Bus Driver/Custodian

Wayne St. Pierre
 Rodney Bourgoine
 Gerard Turcotte
 Dana Doody
 Ernie Caron
 Larry Rector
 Fred Patterson
 John Barnes
 Michael Keaton
 Dwayne Theriault
 John Belanger
 Larry Plourde
 Lance Belanger
 Thurston Jackson
 Mike Bouchard
 Albert Farley
 Reginald Johndro
 Mark Mazerolle
 Michael Truman
 Ray Cunrod
 Judy Theriault
 Helston Jackson
 David Stewart
 Richard Sheldon
 David Bourgoine

LIMESTONE

Position

Administrative Bookkeeper
 Administrative Assistant
 Maintenance
 Maintenance

Incumbent

Carla Cote
 Norma Michaud
 Randy Mulherin
 Mark Fisher

Exhibit 7C

Other School Contractual Obligations

The RSU shall assume the following contracts as of the operational date:

SAU	Contracting Party	Type of Contract	Expiration Date
Limestone	Office Max	Photo Copier	None
	Pine's Health	Nursing	TBD
Caribou	Maine Municipal	Worker's Comp	Dec. 31, 08
	Otis Elevator	Elevator Safety	Dec. 31, 08
	Bangor Daily News	Newspaper Ad Space	Dec. 31, 08
	Northeast Publishing	Ad Space	Dec. 31, 08
	Anthem	Health Insurance	July 31, 09
	US Cellular	Cell Phones	Anytime
	ACC	Long Distance Carrier	Anytime
	Fairpoint	Telephone Service	Anytime
	Cary Medical Center	Athletic Trainer	June 30, 2013
	MCC	Medical Professional Liability	Nov. 16, 09
	Garelick	Milk	July 31, 2009
	Nissan	Bread	July 31, 2009

Attachment 13-B(1)

MUNI	STATE VAL 2007	ACTUAL 2008-2009 FISCAL YEAR					
		REQ LOCAL MILL RATE	REQ LOCAL TAXES	ADD'L LOCAL TAXES	ADD'L LOCAL MILL RATE	TOTAL LOCAL TAXES	TOTAL LOCAL MILL RATE
Caribou	\$ 290,250,000	6.55 \$	1,901,138 \$	1,163,709	4.01	\$ 3,064,847	10.56
Limestone	\$ 59,550,000	6.55 \$	390,053 \$	206,382	3.47	\$ 596,435	10.02
Stockholm	\$ 11,550,000	6.55 \$	75,653 \$	-	0.00	\$ 75,653	6.55
TOTAL:	\$ 361,350,000	6.55 \$	2,366,844 \$	1,370,091	3.79	\$ 3,736,935	10.34

HYPOTHETICAL 2009-10 based on ESTIMATED valuations with total local mill rates identical to 2008-09.

Estimated valuations were taken from maine.gov website info.

Estimated required local mill rate is based on overall estimated 10% increase in total state valuations generating a reduced local mill rate.

MUNI	STATE VAL 2008	REQ LOCAL MILL RATE	REQ LOCAL TAXES	ADD'L LOCAL TAXES	ADD'L LOCAL MILL RATE	TOTAL LOCAL TAXES	TOTAL LOCAL MILL RATE	TAX INC
Caribou	\$ 314,400,000	6.00 \$	1,886,400 \$	1,433,664	4.56	\$ 3,320,064	10.56 \$	255,217
Limestone	\$ 61,700,000	6.00 \$	370,200 \$	248,034	4.02	\$ 618,234	10.02 \$	21,799
Stockholm	\$ 13,250,000	6.00 \$	79,500 \$	7,288	0.55	\$ 86,788	6.55 \$	11,135
TOTAL	\$ 389,350,000	6.00 \$	2,336,100 \$	1,688,986	4.34	\$ 4,025,086	10.34 \$	288,151

This example assumes that the "new" tax dollars will balance the budget. If more tax dollars are required, they would be raised on a relative valuation basis.

If fewer tax dollars are needed, the reductions would be based on the RATIOS of additional local dollars as in the example below.

For example, Caribou would pay 1,433,664/1,688,986 (or 1,227,708) of the additional total local taxes.

HYPOTHETICAL 2009-10 based on ESTIMATED valuations with total taxes identical to 2008-09 and add'l local tax ratio constant

MUNI	STATE VAL 2008	REQ LOCAL MILL RATE	REQ LOCAL TAXES	ADD'L LOCAL TAXES	ADD'L LOCAL MILL RATE	TOTAL LOCAL TAXES	TOTAL LOCAL MILL RATE	TAX CHANGE
Caribou	314,400,000	6.00	1,886,400	\$ 1,189,073	3.78	\$ 3,075,473	9.78 \$	10,626
Limestone	61,700,000	6.00	370,200	\$ 205,718	3.33	\$ 575,918	9.33 \$	(20,517)
Stockholm	13,250,000	6.00	79,500	\$ 6,044	0.46	\$ 85,544	6.46 \$	9,891
TOTAL	\$ 389,350,000	6.00 \$	2,336,100 \$	1,400,835	3.60	\$ 3,736,935	9.60 \$	(0)

Regional Planning Committee

Caribou – Limestone – Stockholm

Minutes

February 10, 2009

Members Present

Gary O'Neal, Karla Bell, Scott Willey, Charlie Anderson, David Strainge, Leslie Pelletier, Jim Pelkey, Art Thompson, Sam Collins and Frank McElwain

Review of Transition Action Steps

Frank McElwain provided an overview of the necessary action steps including: submission of an amended plan to the commissioner of education, requesting a "certificate of organization" from the state board of education, and the election of RSU Board members. It was noted that the timeline is very tight to get all that needs to be accomplished to form a new school district by July 1, 2009. Drumond/Woodsum and the Maine Department of Education are providing guidance.

Review of Proposed Amended Plan

The committee reviewed a draft amended plan prepared by Frank. In addition to removing the names and references to those school districts that voted not to join the RSU, the following changes were made:

- A motion by David Strainge, seconded by Gary O'Neal to remove the following statement from section 3 (page 1) passed by a unanimous vote.

Any significant project that has benefits for only one municipality and whose cost is greater than .5% of the total RSU budget would require a super majority of the delegates representing 71% of the voting population for approval.

- A motion by Art Thompson, seconded by Leslie Pelletier for the governing body to consist of 4 representatives from Caribou, 2 representatives from Limestone and 1 representative from Stockholm passed by a unanimous vote.
- Delete the following statements from section 5 (page 2, 3) (Approved by consensus)

"and of any school unions of which they are members"

All real property and fixtures not described in the above list shall be transferred to the regional school unit.

**During the first three years after the formation of the RSU (July 1, 2009) the RSU will not move any equipment from one of the schools in the RSU to another school. Any exceptions to this provision would require agreement by the municipal officials of the town responsible for the purchase of the equipment in question.*

- Delete the following statement from section 7 (page 8) (Approved by consensus)

The SAU Board and superintendent shall seek to terminate or negotiate for termination of the following contracts prior to the operational date:

- Delete the following statements from section 8 (page 10) (Approved by consensus)

Unless the Legislature otherwise provides, in the case of a school administrative district, community school district or other regional school district (collectively, "district"), the school board of the district shall specify in writing to the regional school unit board how the region shall allocate transferred remaining balances between district members. Unless the Legislature otherwise provides, if the district board has not specified in writing to the regional school unit board how this allocation shall occur, then the transferred remaining balances shall be credited to the district's members in proportion to their respective shares of that portion of the total local costs of the region allocable to all of the district's members for the operational year.

or, as may be preferable in the case of a district, at any time before the district has closed its accounts and ceased normal operations.

- In section 9 on page 13 the amount identified to "open and maintain accounts, to incur expenses not to exceed \$100,000" was changed (consensus) to \$50,000.
- It was agreed by consensus that the staggered board terms outlined in Exhibit 3 be modified to reflect the amended size and composition of the governing body.
- It was agreed by consensus to amend Attachment 13-B to reflect Caribou, Limestone and Stockholm.

RSU Name

- A motion by Charlie Anderson, seconded by Gary O'Neal to adopt the name "Eastern Aroostook RSU" passed by a unanimous vote.

Other

A tentative date for a combined meeting of the school committees was scheduled for Monday, March 2 at 7:00 in the Caribou Superintendent's Office.

Adjournment